

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SCOPE

FURNISH ALL NECESSARY LABOR, MATERIALS AND EQUIPMENT TO PERFORM GROUNDS MAINTENANCE SERVICES, U.S. ARMY CORPS OF ENGINEERS, MANSFIELD HOLLOW LAKE, MANSFIELD CENTER, CONNECTICUT. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. (SEE SECTION C)

A WAGE DETERMINATION HAS BEEN REQUESTED FROM THE DEPARTMENT OF LABOR. WHEN RECEIVED, IT WILL BE INCORPORATED INTO THIS SOLICITATION BY AMENDMENT.

LINE ITEM NOS. 0001 - 0005 ARE FOR THE 2005 RECREATION SEASON. AT THE OPTION OF THE GOVERNMENT, THESE SERVICES MAY BE REQUIRED FOR TWO ADDITIONAL SEASONS. SHOULD AN OPTION BE EXERCISED, THE PRICING IN LINE ITEM NOS. 0006 - 0010 WILL BE APPLICABLE TO SERVICES PERFORMED DURING THE 2006 OPTION SEASON. THE PRICING IN LINE ITEM NOS. 0011 - 0015 WILL BE APPLICABLE TO SERVICES PERFORMED DURING THE 2007 OPTION SEASON.

ANY RESULTANT PURCHASE ORDER SHALL BE SUBJECT TO THE ATTACHED CONTRACT CLAUSES.

OFFERORS AND URGED AND EXPECTED TO INSPECT THE SITE WHERE SERVICES ARE TO BE PERFORMED AND TO SATISFY THEMSELVES REGARDING ALL GENERAL AND LOCAL CONDITIONS THAT MAY AFFECT THE COST OF CONTRACT PERFORMANCE, TO THE EXTENT THAT THE INFORMATION IS REASONABLY OBTAINABLE. IN NO EVENT SHALL FAILURE TO INSPECT THE SITE CONSTITUTE GROUNDS FOR A CLAIM AFTER CONTRACT AWARD.

ARRANGEMENTS TO VISIT THE SITE MAY BE MADE BY CALLING PROJECT MANAGER, EDWARD GREENOUGH (860) 923-2982.

NOTE: PRICING MUST BE ENTERED FOR THE OPTION YEARS AS WELL AS THE BASE YEAR. FAILURE TO DO SO MAY RESULT IN YOUR QUOTATION NOT BEING CONSIDERED FOR AWARD (SEE CLAUSE NO. 52.217-5)

NOTE CLAUSE NO. 252.204-7004, "REQUIRED CENTRAL CONTRACTOR REGISTRATION, ALT A". AN AWARD CANNOT BE MADE TO A CONTRACTOR WHO IS NOT REGISTERED. INFORMATION ON HOW TO REGISTER IS INCLUDED IN THE BID PACKAGE. REGISTRATION CAN BE DONE VIA THE INTERNET AT <http://www.ccr.gov> OR BY TELEPHONE AT 1-888-2423

*** QUOTES MAY BE FAXED TO THE CONTRACTING OFFICE AT (978) 318-8207. ***

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MANSFIELD HOLLOW, 2005 FFP MOW AND TRIM LAWN WEEKLY, APPROXIMATELY 5.3 ACRES (AREAS C,M,Q) PURCHASE REQUEST NUMBER: W13G86-5047-0793	27	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MANSFIELD HOLLOW, 2005 FFP MOW AND TRIM GRASS BI-WEEKLY, APPROXIMATELY 3 ACRES (AREA A) PURCHASE REQUEST NUMBER: W13G86-5047-0793	13	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MANSFIELD HOLLOW, 2005 FFP MOW AND TRIM ROUGH GRASS MONTHLY, APPROXIMATELY 11.3 ACRES (AREAS B,D,F,G,H,I,K) PURCHASE REQUEST NUMBER: W13G86-5047-0793	7	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	MANSFIELD HOLLOW, 2005 FFP SPRING CLEAN-UP SERVICES PURCHASE REQUEST NUMBER: W13G86-5047-0793	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	MANSFIELD HOLLOW, 2005 FFP FALL CLEAN-UP SERVICES	1	Each		

AT THE OPTION OF THE GOVERNMENT, THE ABOVE SERVICES MAY BE
REQUIRED FOR TWO (2) ADDITIONAL SEASONS, 2006 AND 2007

THE FOLLOWING PRICING SHALL APPLY SHOULD THE OPTIONS FOR
THE ADDITIONAL SEASONS BE EXERCISED (SEE CLAUSE NO. 52.217-5)

OPTION 1, 2006
PURCHASE REQUEST NUMBER: W13G86-5047-0793

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	MANSFIELD HOLLOW, 2006 FFP MOW AND TRIM LAWN WEEKLY, APPROXIMATELY 5.3 ACRES (AREAS C,M,Q) PURCHASE REQUEST NUMBER: W13G86-5047-0793	27	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		13	Each		
OPTION	MANSFIELD HOLLOW, 2006 FFP MOW AND TRIM GRASS BI-WEEKLY, APPROXIMATELY 3 ACRES (AREA A) PURCHASE REQUEST NUMBER: W13G86-5047-0793				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		7	Each		
OPTION	MANSFIELD HOLLOW, 2006 FFP MOW AND TRIM ROUGH GRASS MONTHLY, APPROXIMATELY 11.3 ACRES (AREAS B,D,F,G,H,I,K) PURCHASE REQUEST NUMBER: W13G86-5047-0793				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Each		
OPTION	MANSFIELD HOLLOW, 2006 FFP SPRING CLEAN-UP SERVICES PURCHASE REQUEST NUMBER: W13G86-5047-0793				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Each		
OPTION	MANSFIELD HOLLOW, 2006				
	FFP				
	FALL CLEAN-UP SERVICES				

OPTION 2, 2007
PURCHASE REQUEST NUMBER: W13G86-5047-0793

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		27	Each		
OPTION	MANSFIELD HOLLOW, 2007				
	FFP				
	MOW AND TRIM LAWN WEEKLY, APPROXIMATELY 5.3 ACRES (AREAS				
	C,M,Q)				
	PURCHASE REQUEST NUMBER: W13G86-5047-0793				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		13	Each		
OPTION	MANSFIELD HOLLOW, 2007 FFP MOW AND TRIM GRASS BI-WEEKLY, APPROXIMATELY 3 ACRES (AREA A) PURCHASE REQUEST NUMBER: W13G86-5047-0793				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		7	Each		
OPTION	MANSFIELD HOLLOW, 2007 FFP MOW AND TRIM ROUGH GRASS MONTHLY, APPROXIMATELY 11.3 ACRES (AREAS B,DFG,H,I,K) PURCHASE REQUEST NUMBER: W13G86-5047-0793				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Each		
OPTION	MANSFIELD HOLLOW, 2007 FFP SPRING CLEAN-UP SERVICES PURCHASE REQUEST NUMBER: W13G86-5047-0793				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Each		
OPTION	MANSFIELD HOLLOW, 2007				
	FFP				
	FALL CLEAN-UP SERVICES				
	PURCHASE REQUEST NUMBER: W13G86-5047-0793				

NET AMT

FOB: Destination

Section C - Descriptions and Specifications

SCOPEGROUNDS MAINTENANCE CONTRACT
SPECIFICATIONS FOR
MANSFIELD HOLLOW LAKE**1. GENERAL**

1.1 Scope. Provide all labor, equipment, materials, and transportation necessary to mow and trim approximately five and three-tenths (5.3) acres of lawn weekly; mow and trim approximately three (3.0) acres bi-weekly; mow and trim approximately eleven and three tenths (11.3) acres of rough grass monthly; provide spring clean up services; and fall cleanup services around the project. Services are to be provided in accordance with the schedule and the specifications as listed below. All work will be done to the satisfaction of the project manager.

1.2 Estimated Quantities. The quantities and schedule shown in the specifications are estimated amounts only and are not guaranteed. Unforeseen factors, such as weather, may require an increase or decrease in the estimated number of services performed under this contract.

1.3 OMITTED

1.4 Pre-work conference. Upon award of the contract, the successful contractor shall contact the project manager (860-923-2982) to arrange a pre-work meeting. At this meeting, contract requirements will be discussed thoroughly and any questions resolved.

1.5 Safety. Safety is an integral part of the Corps of Engineers service-contracting program. The contractor shall comply with all pertinent provisions of the US Army Corps of Engineers Safety and Health Requirements Manual (COE EM 385-1-1), latest edition. Pertinent provisions are located in COE EM 385-1-1, Sections 01.A.01 through 01.A.06, and 01.A.08 through 01.E.04 and in Sections 2, 3, 5, 6, 8, 9, 13, 14, 16, and 18. A copy of the manual may be ordered from Superintendent of Documents, P.O. Box 371954, Pittsburgh, PA., 15250-7954 (tel. 202-783-3238) or may be borrowed by the successful bidder at the pre-work conference. Safety concerns and issues will also be discussed at the pre-work conference. Required submittals shall be in accordance with COE EM 385-1-1 and are as follows:

A. Activity Hazard Analysis. An activity hazard analysis (AHA), in accordance with COE EM 385-1-1, Sections 01.A.09 through 01.A.10, shall be prepared by the prime contractor performing the work. The contractor shall submit AHA's to, and obtain acceptance by, the project manager prior to the commencement of any work.

B. Weekly Safety Meeting. Contractor shall conduct weekly safety meetings in accordance with COE EM 385-1-1, Section 01.B.03. Meetings will be documented on NED form 251 and submitted to the project manager prior to any work being performed for a given week.

C. Accident Reporting. Contractor shall verbally report all injuries to the project manager, within 24 hours, in accordance with COE EM 385-1-1, Section 01.D.01b. The contractor shall also submit written reports for all accidents, on ENG Form 3394, to the project manager. ENG Form 3394 will be provided by the project manager.

D. Material Safety Data Sheets. Contractor shall provide the project manager with a copy of Manufacturer's Safety Data Sheets for all hazardous and toxic materials brought on to Government property, in accordance with COE EM 385-1-1, Section 01.B.04.

1.6 Dates. Dates as listed in the following specifications are for the 2005 season only. At the Government's option, services may be required on a one year renewable basis for each of the 2006 and 2007 seasons.

1.7 Mowing Quality. Mowing in all areas shall be completed in a manner that will prevent tearing up or scalping of the turf. Each pass of the mower shall overlap the previous pass so that no strips of uncut vegetation will result. The contractor will alternate mowing patterns or direction on a weekly basis. Mowing shall not be performed when the grass is wet or during periods of heavy visitation. At the option of the project manager, raking or mechanical sweeping will be required to remove any accumulation of grass clippings left on the lawn surface as a result of the mowing operation which are unsightly or may cause damage to the turf.

a. Prior to mowing, the contractor shall remove all rocks, broken limbs, litter, or debris from lawn areas that are likely to damage equipment, be thrown by the mower, or leave an unsightly appearance after mowing. After mowing is completed, the contractor shall remove all vegetation and debris from paved walkways and parking areas that were deposited as the result of mowing operations.

1.8 Hand Mowing and Trimming.

a. Grass and weeds around all obstacles, and in all areas inaccessible to larger equipment, will be cut to a height of 2 ½ " on a weekly basis utilizing a gas powered or electric string or blade trimmer. These obstacles and areas include, but are not limited to, curbing, buildings, wheel stops, boulders, chain link fencing, guard rail and sign posts, ditches, picnic tables, fireplaces, garbage cans, trees, and all tree lines.

b. The landscape bed at the office will be kept free of weeds during the term of the contract. Weeds or grasses in these areas will be removed or cut by hand weeding, mulching, or hand operated clippers on a weekly basis.

c. The landscape bed at the campground restroom will be kept free of weeds during the term of contract. Weeds or grasses in these areas will be removed or cut by hand weeding or clippers on a weekly basis.

1.9 Inspection. Upon the completion of each mowing cycle, the contractor will perform an inspection of all areas under the contract to insure compliance with specifications. The contractor or his/her representatives must be able to commit manpower, equipment and resources to correct deficiencies. The contractor will document his work on the Grounds Maintenance Services Inspection Form. A government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Inspection forms will be submitted to the project manager to allow verification of results for payment. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.

1.10 Equipment. Tractor-type or industrial walk-behind mowers shall be used where practical. Turf tires must be on all mowing equipment used on fine lawn areas. Equipment shall be properly sized to prevent scalping of turf in uneven lawn areas. Hand mowing is required in all areas not accessible to larger equipment. All blades on mowing equipment will be sharpened on a regular basis to prevent irregular cutting patterns and tearing of the grass. The contractor will be responsible for insuring all guards and safety equipment installed by the manufacturer are kept in place and operational. Contractor will have available

sufficient mowing equipment and personnel to insure all areas are mowed within allowable time frames. In all cases, methods of mowing and equipment shall have prior approval of the project manager.

1.11 Equipment Inspection. At the pre-work conference, the contractor will furnish to the project manager a detailed listing of all equipment the contractor proposes to use to perform services under this contract. The contractor will be responsible at all times for equipment safety inspections and insuring that all deficiencies are corrected before the piece of equipment is used to perform services under this contract.

1.12 Payment. The contractor will furnish the project manager with monthly invoices stating the services performed, broken down by contract number, contract line item, quantity, unit price, amount and the total amount payable. Payment will be made for the actual service performed at the applicable contract unit price.

2. GROUNDS MAINTENANCE ACTIVITIES

Item #1 – Mow and Trim Lawn Weekly

2.1.1 Mowing Schedule. Approximately 5.3 acres of grass (**Areas C, M, Q**) shall be mowed and trimmed at the frequencies necessary to maintain the lawns at a height of 2 ½ - 3 inches. Normally, one mowing per week will be adequate to maintain the grass at the specified height. The work will be done preferably on Thursdays over a period of 27 weeks from April through October, or as directed by the project manager. At the discretion of the project manager, there may be weeks when the grass does not need mowing to minimize burning. In this event, contractor may be required to skip these weeks. Skipped weeks may be made up at the end of the season as determined by the project manager.

Area C	1.8 acres
Area M	1.8 acres
Area Q	<u>1.7 acres</u>
	5.3 acres

2.1.2 Hours of Mowing. Mowing shall be accomplished between hours of 0800 to 1800. There will be no mowing on Saturdays, Sundays and holidays except as required by unusual conditions and with prior approval by project manager.

Item #2 – Mow and Trim Grass Bi-Weekly

2.2.1 Mowing Schedule. Approximately 3.0 acres of grass (**Area A**) shall be mowed and trimmed at the frequencies necessary to maintain the lawns at a height of 3 inches. Normally, one mowing every other week will be adequate to maintain the grass at the specified height. The work will be done preferably on Thursdays or Fridays over a period of 27 weeks from April through October, or as directed by the project manager. At the discretion of the project manager, there may be weeks when the grass does not need mowing to minimize burning. In this event, the contractor may be required to skip these weeks. Skipped weeks may be made up at the end of the season as determined by the project manager.

Area A 3.0 acres
 3.0 acres

2.2.2 Hours of Mowing. Mowing shall be accomplished between hours of 0800 to 1800 Monday through Friday. However, the contractor may want to check with the park office to make sure no events are being held in these areas.

Item #3 – Mow and Trim Rough Grass Monthly

2.3.1 Mowing Schedule. Approximately 15.4 acres of grass (**Areas B,D,F,G,H,I,K**) shall be mowed and trimmed at the frequencies necessary to maintain the lawns at a height of 3 ½ inches. Normally, one mowing every 3-4 weeks will be adequate to maintain the grass at the specified height. The work will be done over a period of approximately 27 weeks from April through October 2005 or as directed by the project manager. All the work will be completed during a weekly mowing cycle.

Area B	2.0 acres
Area D	0.3 acres
Area F	3.0 acres
Area G	0.9 acres
Area H	0.9 acres
Area I	1.3 acre
Area K	<u>2.9 acres</u>
	11.3 acres

2.3.2 Hours of Mowing. Mowing shall be accomplished between hours of 0800 to 1800 Monday through Friday. However, the contractor may want to check with the park office to make sure no events are being held in these areas.

Item #4 – Spring Clean-up Service

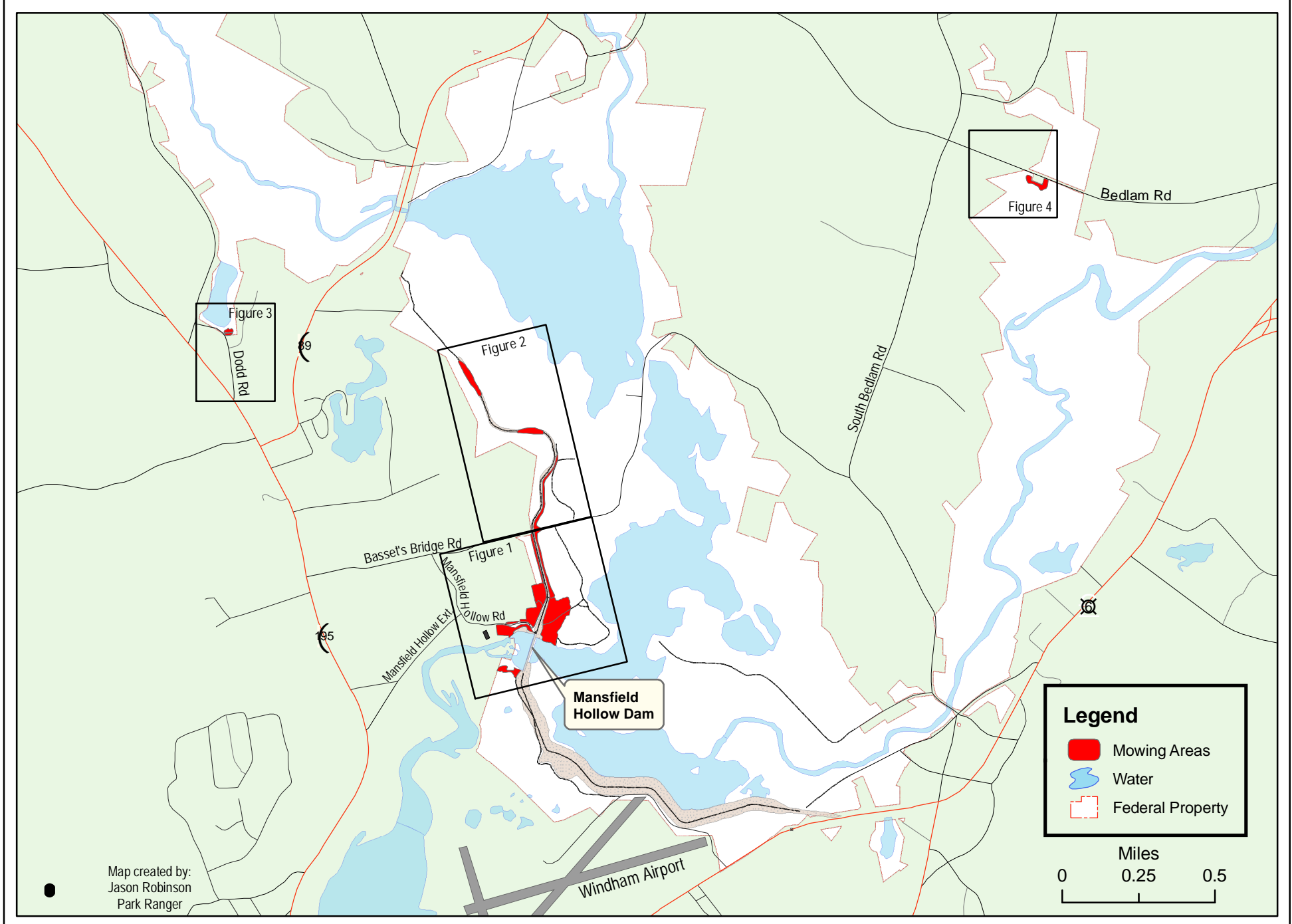
2.4.1 The intent of this service is to clean and prepare lawn areas and recreation area grounds for mowing and use by visitors to the area. Contractor will remove all leaves, debris, tree branches, litter etc., from all lawn areas, roadsides, and parking areas maintained under this contract during the month of April as directed by the project manager. All biodegradable material removed from these locations will be deposited in a designated location on the project. All litter and garbage will be either deposited in an appropriate waste container at the project or removed from the site at the discretion of the project manager. Spring clean up will include fertilizing and grub control application of approx. five and eight-tenths (5.3) acres on all the weekly areas. Materials will be supplied by the government. Work and methods are subject to approval by the project manager.

Item #5 – Fall Clean-up Service

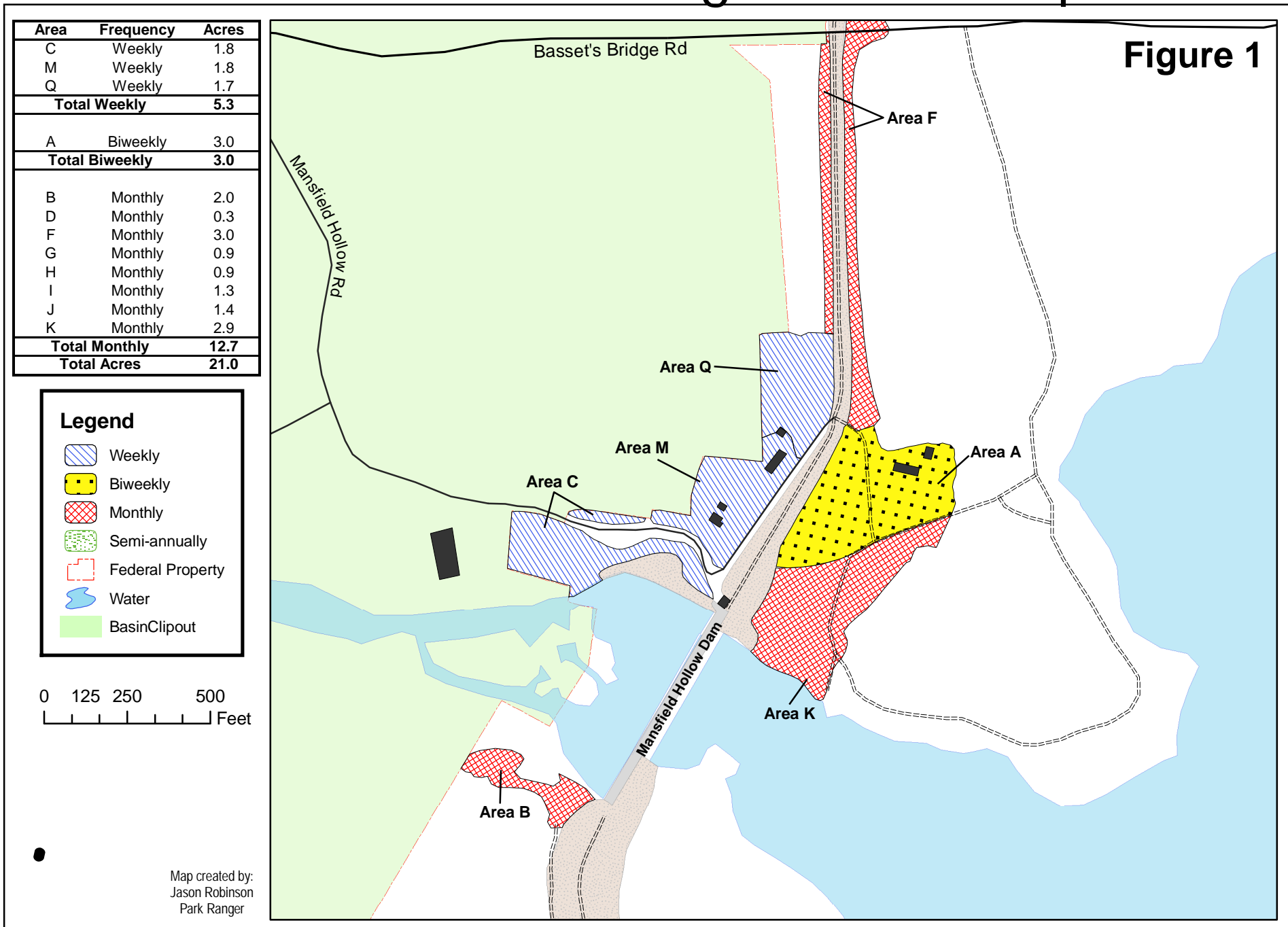
2.5.1 The intent of this service is to:

- a. Remove fallen leaves and debris to prevent damage to turf. Contractor will remove concentrations of leaves, debris, tree branches, litter, etc. from all lawn areas, roadsides, and parking areas maintained under this contract during the month of November after full leaf drop as directed. All biodegradable material removed from these locations will be deposited in a designated location for composting. All litter and garbage will be either deposited in an appropriate waste container at the project or removed from the site at the discretion of the project manager. Leaves in areas with light leaf cover may be mulched into the turf at the discretion of the project manager. Work and methods are subject to approval by the project manager.
- b. Remove all leaves and debris from gutters and downspouts and replace plastic mesh. Gutters to be cleaned and downspouts cleared are on utility building, garage, and office/garage.
- c. Remove fallen leaves and debris to prepare areas to be plowed by others. Contractor will remove concentrations of such from the utility building parking lot and doorways, the gatehouse service bridge, the park office driveways/parking areas and doorways. Biodegradable material and litter and garbage will be disposed of as stated in the above paragraph. This service shall be performed after full leaf drop, during the month of November and prior to the first 2" of snowfall.

Mansfield Hollow Mowing Contract Maps 2005



Mansfield Hollow Mowing Contract Maps 2005



Mansfield Hollow Mowing Contract Maps 2005

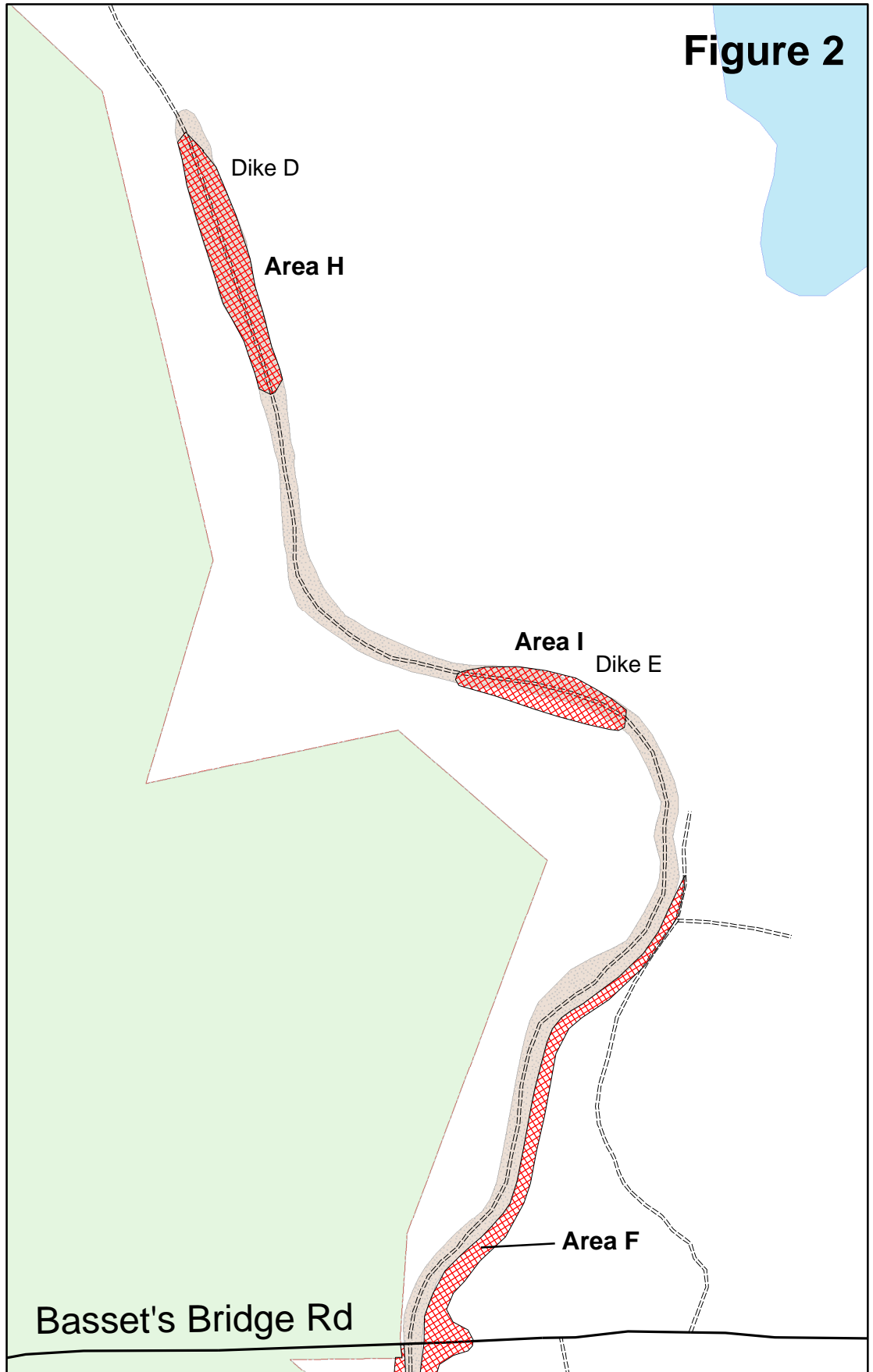
Figure 2

Area	Frequency	Acres
C	Weekly	1.8
M	Weekly	1.8
Q	Weekly	1.7
Total Weekly		5.3
A	Biweekly	3.0
Total Biweekly		3.0
B	Monthly	2.0
D	Monthly	0.3
F	Monthly	3.0
G	Monthly	0.9
H	Monthly	0.9
I	Monthly	1.3
J	Monthly	1.4
K	Monthly	2.9
Total Monthly		12.7
Total Acres		21.0

Legend

-  Weekly
-  Biweekly
-  Monthly
-  Semi-annually
-  Water
-  Federal Property

0 125 250 500
Feet





Map created by:
Jason Robinson
Park Ranger


Mansfield Hollow Mowing Contract Maps 2005


Area	Frequency	Acres
C	Weekly	1.8
M	Weekly	1.8
Q	Weekly	1.7
Total Weekly		5.3
A	Biweekly	3.0
Total Biweekly		3.0
B	Monthly	2.0
D	Monthly	0.3
F	Monthly	3.0
G	Monthly	0.9
H	Monthly	0.9
I	Monthly	1.3
J	Monthly	1.4
K	Monthly	2.9
Total Monthly		12.7
Total Acres		21.0


Legend


 Weekly

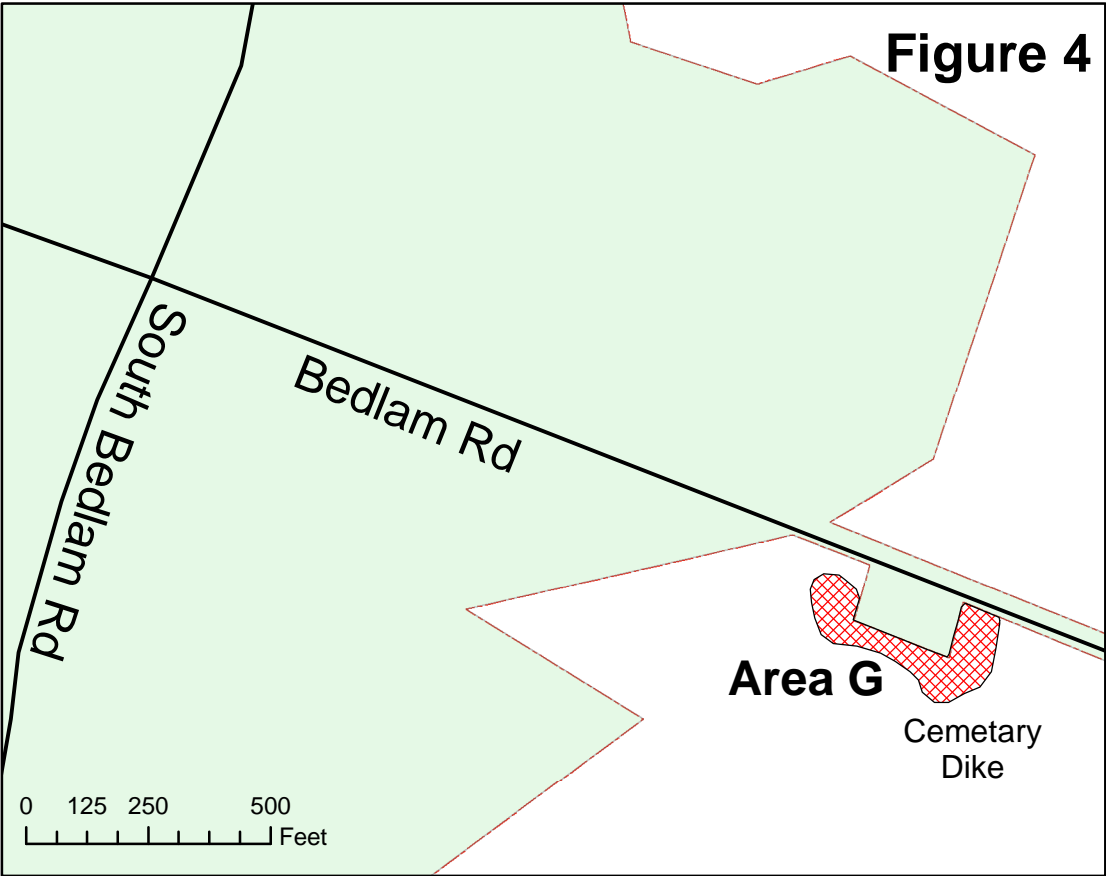
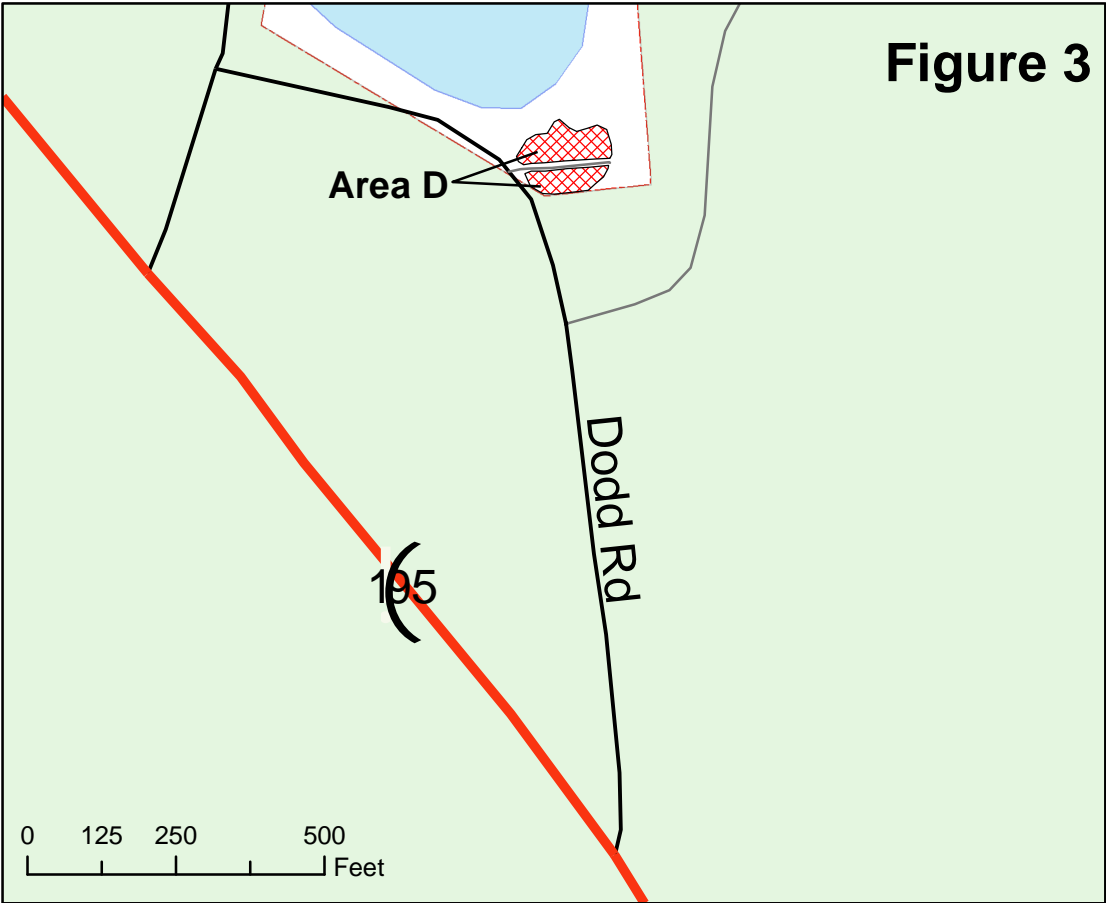
 Biweekly

 Monthly

 Semi-annually

 Water

 Federal Property



Map created by:
Jason Robinson
Park Ranger

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-OCT-2005	27	N/A FOB: Destination	
0002	31-OCT-2005	13	N/A FOB: Destination	
0003	31-OCT-2005	7	N/A FOB: Destination	
0004	30-APR-2005	1	N/A FOB: Destination	
0005	30-NOV-2005	1	N/A FOB: Destination	
0006	31-OCT-2006	27	N/A FOB: Destination	
0007	31-OCT-2006	13	N/A FOB: Destination	
0008	31-OCT-2006	7	N/A FOB: Destination	
0009	30-APR-2006	1	N/A FOB: Destination	
0010	30-NOV-2006	1	N/A FOB: Destination	
0011	31-OCT-2007	27	N/A FOB: Destination	
0012	31-OCT-2007	13	N/A FOB: Destination	
0013	31-OCT-2007	7	N/A FOB: Destination	
0014	30-APR-2007	1	N/A FOB: Destination	

0015 30-NOV-2007

1

N/A
FOB: Destination

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.232-23	Assignment Of Claims	JAN 1986
52.242-15	Stop-Work Order	AUG 1989
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the

payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives

the Contractor a preliminary written notice of its intent to extend at least _____ days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730 (insert NAICS code).

(2) The small business size standard is \$6,000,000
(insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, Security Officer, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Engineer District, New England, 696 Virginia Road,

Concord, MA 01742-2751 – Security Officer. For those contractors that do not have a Cage Code or Facility Security Clearance, the U.S. Army Engineer District, New England – Bldg 1, 696 Virginia Road, Concord, MA 01742-2751, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Engineer District, New England, Contracting Division, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any

perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the

contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)